

STEPHEN R. HARRIS, ESQ.
Nevada Bar No. 001463
HARRIS LAW PRACTICE LLC
6151 Lakeside Drive, Suite 2100
Reno, Nevada 89511
Telephone: (775) 786-7600
E-Mail: steve@harrislawreno.com
Attorneys for Debtor

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEVADA

* * * * *

IN RE: Case No. 13-50844-btb
THE HOLDER GROUP SHARKEY'S, LLC, (Chapter 11)
**FIRST AMENDMENT TO
DEBTOR'S FIRST AMENDED
PLAN OF REORGANIZATION**
Debtor.
Hearing Date: December 19, 2013
Hearing Time: 11:00 a.m.

THE HOLDER GROUP SHARKEY'S, LLC, a Nevada limited liability company,
Debtor and Debtor-in-Possession ("Debtor") in the above-captioned Chapter 11 reorganization
case, pursuant to 11 U.S.C. § 1121(a), hereby proposes the following **FIRST AMENDMENT
TO DEBTOR'S FIRST AMENDED PLAN OF REORGANIZATION**, by and through its
attorneys undersigned and named herein, and requests confirmation thereof pursuant to the
provisions of 11 U.S.C. § 1129(a) and (b).

**ARTICLE III. UNCLASSIFIED PRIORITY TAX CLAIMS, is amended in its
entirety as follows:**

UNCLASSIFIED PRIORITY TAX CLAIMS:

1. Description. The Debtor's priority tax claims are as follows:

Name	Scheduled Amount	Proof of Claim Amount	Allowed Priority Amount
Douglas County Treasurer	\$10,261.87		Paid - \$0.00
Internal Revenue Service	\$10,732.96	\$9,730.40	\$9,730.40
Nevada Department of Taxation	\$5,476.07		Paid - \$0.00
Total:	\$26,470.90	\$9,730.40	\$9,730.40

Pursuant to the Debtor's Plan, the treatment and disposition of the unclassified priority tax claims, if any, will be as follows: Any claim discrepancy will be resolved by the claim objection process, with the stipulated amount and/or Court decreed amount owing used to calculate that particular creditors' allowed claim being paid by the Debtor. All unclassified priority tax creditors shall be paid 100% of their allowed claim amount, with statutory interest thereon, on or before one (1) year after the Effective Date of the Plan, payable in equal monthly installments. In the event the Debtor fails to make the payments as set forth hereinabove, the allowed priority tax creditors, if any, shall have the right to proceed with any administrative and statutory remedies available to them, fifteen (15) days after written notice of default has been given to the Debtor and its attorney, Stephen R. Harris, Esq.

ARTICLE IV. CLASSIFICATION OF CLAIMS AND INTERESTS –CLASS 5

GENERAL UNSECURED CLAIMS, is amended in its entirety as follows:

5. CLASS 5 CLAIMS [ALLOWED GENERAL UNSECURED CREDITORS]: This Class consists of all allowed general unsecured claims against the Debtor and disputed claims to the extent disputed claims may be proven and allowed by the Court. The Class 5 Allowed General Unsecured Claims total approximately **\$862,504.71**, and are detailed as follows:

<u>CREDITOR CLAIMS</u>	<u>SCHEDULED AMOUNT</u>	<u>PROOF OF CLAIM AMOUNT</u>	<u>ALLOWED AMOUNT</u>
A #1 CHEMICAL, INC	\$466.67	0.00	\$466.67
ACE HARDWARE	\$550.97	0.00	\$405.25
AMERIPRIDE SERVICES, INC.	\$2,998.99	Critical Vendor	\$0.00

		paid post-petition	
1	BEST BREWED TEAS	Critical Vendor	
2	\$161.20	paid post-petition	\$0.00
3	BMI	\$999.37	\$0.00
4	C & M FOOD DISTRIBUTORS		\$2,605.79
5	CROWN BEVERAGES, INC	\$536.09	
6	\$540.49	Critical Vendor	\$0.00
7	DMS DIRECT INC.	paid post-petition	
8	\$532.05	Critical Vendor	\$0.00
9	DYNASTY GAMES	paid post-petition	
10	\$997.79		\$997.79
11	FARMER BROS. COFFEE	Critical Vendor	
12	\$1,912.47	paid post-petition	\$0.00
13	FIREMANS FUND		
14	INSURANCE	0.00	\$20,000.00
15	FRANCO FRENCH	Critical Vendor	
16	\$765.97	paid post-petition	\$0.00
17	INTERNAL REVENUE		
18	SERVICE	\$2,727.23	\$2,127.23
19	J W WELDING SUPPLY	0.00	\$1,163.79
20	MILOS SHARKEY BEGOVICH	\$760,000.00	\$700,000.00
21	LIVING TRUST DTD 5/2/02	Disputed	*
22	MINDEN & GARDNERVILLE	Critical Vendor	
23	SANITATION DISTRICT	paid post-petition	\$0.00
24	MODEL DAIRY, INC	Critical Vendor	
25	\$2,031.51	paid post-petition	\$0.00
26	NEVADA RESTAURANT		
27	SUPPLY	0.00	\$0.00
28	NEW WEST	Critical Vendor	
	\$1,412.45	paid post-petition	\$0.00
	PONDEROSA MEAT &	Critical Vendor	
	PROVISIONS	paid post-petition	\$0.00
	\$8,101.05		
	SAGE BUSINESS WORKS	0.00	\$868.85
	\$868.85		
	SCOLAR'S FOOD & DRUG	0.00	\$0.00
	\$73.99		
	SIERRA NEVADA MEDIA		
	GROUP	0.00	\$0.00
	\$300.00		
	SIMPLEX GRINNELL	0.00	\$0.00
	\$432.12		
	SKILLMAN GROUP, LLC	0.00	\$4,300.00
	\$4,300.00		
	SOUTHERN WINE SPIRITS	Critical Vendor	
	\$2,708.87	paid post-petition	\$0.00
	STAPLES BUSINESS		
	ADVANTAGE	0.00	\$1,674.28
	\$2,019.38		
	STOR-ALL	0.00	\$0.00
	\$396.00		

1	SWIRE COCA-COLA, USA	\$2,842.00	\$109.20	\$0.00
2	TAVERN PRODUCTS INC	\$836.25	Critical Vendor paid post-petition	\$0.00
3	THE HOLDER GROUP			
4	SUNDANCE, LLC (Insider)	\$57,333.32	0.00	\$87,333.32
5	THE HOLDER GROUP, LLC (Insider)	\$66,783.21	0.00	\$33,783.21
6	TOWN OF GARDNERVILLE	\$2,760.14	0.00	\$0.00
7	US FOODS	\$7,333.46	0.00	\$5,816.22
8	WEDCO INC.	\$961.31	0.00	\$961.31
9	WIRTZ BEVERAGE NV	\$603.20	Critical Vendor paid post-petition	\$0.00
10	TOTALS	\$960,180.32		\$862,503.71

*Allowance subject to zero interest.

ARTICLE V. TREATMENT OF CLASSES Paragraph 1A, is amended in its entirety as follows:

Pursuant to the STIPULATION FOR TREATMENT OF CLAIMS OF NEVADA STATE BANK IN DEBTOR'S FIRST AMENDED PLAN OF REORGANIZATION [Docket No. 105] and the Order approving same [Docket No. 106] (the "NSB Stipulation"), a copy of which is attached hereto as Exhibit A and incorporated herein by that reference, the Class 1A secured claims of NSB shall be treated and paid as follows:

1A. CLASS 1A SECURED CLAIM [NEVADA STATE BANK]: The Class 1A secured Claim of NSB shall retain its existing security interest and the outstanding loan balance shall be recalculated using the outstanding principal balance plus accrued interest at the non-default rate of interest from the Petition Date to the Confirmation Date, plus reasonable attorney's fees, collection costs and late fees, less post-petition amounts paid to principal and interest by the Debtor ("Modified Loan Balance"). The Modified Loan Balance shall be paid in monthly payments of principal and interest at the rate of 5.25% per annum accruing after the Confirmation Date, calculated on a thirty (30) year amortization, commencing upon the 10th day of the month following the Confirmation Date, and continuing on the tenth day of each successive month for six (6) years thereafter, with the entire amount of Modified Loan Balance to be paid six (6) years after the Confirmation Date or upon sale of the Real Property, whichever

occurs first in time. Any payment due shall be subject to a fifteen (15) day grace period to cure same. The Modified Loan Balance shall be deemed current as of the Confirmation Date and any Notice of Default shall be released and rescinded. Debtor believes the interest rate proposed herein is appropriate based on the decision rendered in In re Till, 301F.3d 583,591 (2002), and has been applied by this Court in previous confirmation hearings in early 2013. Debtor shall provide evidence of payment of real property taxes and payment of insurance premiums to NSB within 10 days of paying same. Debtor shall maintain and provide proof of insurance naming NSB as an additional insured until such time as NSB is paid in full. Accordingly, the Class 1A secured claim of NSB is impaired.

ARTICLE V. TREATMENT OF CLASSES Paragraph 1B, is amended in its entirety as follows:

Pursuant to the STIPULATION FOR TREATMENT OF CLAIMS OF NEVADA STATE BANK IN DEBTOR'S FIRST AMENDED PLAN OF REORGANIZATION [Docket No. 105] and the Order approving same [Docket No. 106] (the "NSB Stipulation"), a copy of which is attached hereto as Exhibit A and incorporated herein by that reference, the Class 1B secured claim of NSB shall be treated and paid as follows:

1B. CLASS 1B SECURED CLAIM [NEVADA STATE BANK]: The Class 1B secured claim of NSB shall retain its existing security interest and the outstanding loan balance shall be recalculated as of the Confirmation Date using the outstanding principal balance as of the Petition Date plus accrued interest at the non-default rate of interest from the date of default to the Confirmation Date, plus reasonable attorney's fees, collection costs, with no pre-petition late fees accrued, less post-petition amounts paid to principal and interest by the Debtor ("Modified Loan Balance"). The Modified Loan Balance shall be repaid in equal payments of \$2,200 per month with interest calculated at 5.25% on the principal balance, to be paid on or before the tenth day of each successive month until paid in full, with monthly payments commencing January, 2014. Any payment due shall be subject to a fifteen (15) day grace period to cure same. The Modified Loan Balance shall be deemed current as of the Confirmation Date and any Notice of Default shall be released and rescinded. Debtor believes

1 the interest rate proposed herein is appropriate based on the decision rendered in In re Till,
2 301F.3d 583,591 (2002) and has been applied by this Court in previous confirmation hearings in
3 early 2013. Accordingly, the Class 1B secured claim of NSB is impaired.

4 **ARTICLE V. TREATMENT OF CLASSES, is amended to add Paragraph 1C as**
5 **follows:**

6 Pursuant to the NSB Stipulation, the Class 1A and Class 1B secured claims of NSB shall
7 be amended to include notice provisions as follows:

8 **1C. ADDRESSES FOR NOTICES AND PAYMENTS:**

9 All notices and payments sent to NSB pursuant, or related, to the Plan shall be directed to
10 the following

11 Nevada State Bank
12 Attn: Michael Hanley, Senior Vice President
13 400 N. Green Valley Pkwy, 2nd Floor
14 Henderson, Nevada 89704
15 Phone: (702) 589-2588
16 Email: Michael.Hanley@nsbank.com

17 With Copy of Notices only to:

18 Stefanie T. Sharp
19 Robinson, Belaustegui Sharp and Low
20 71 Washington Street
21 Reno, Nevada 89503
22 Phone: (775)329-3151
23 Fax: (775) 329-7941
24 Email: ssharp@rbsllaw.com

25 All notices sent to Debtor pursuant, or related, to the Plan shall be directed to the following:

26 The Holder Group Sharkey's
27 c/o Holder Hospitality Group International, Inc.
28 Attn: Kyla M. Bryson
5355 Kietzke Lane, Suite 102
Reno, Nevada 89511.
Phone: (775) 825-7267
Email: kbryson@hhgcasinos.com
With Copy of Notices Only to:

Stephen R. Harris, Esq.
Harris Law Practice LLC

6151 Lakeside Drive, Suite 2100
Reno, Nevada 89511
Phone: (775) 786-7600
Fax: (775) 786-7764
Email: steve@harrislawreno.com

ARTICLE V. TREATMENT OF CLASSES, Paragraph 2 is amended in its entirety as follows:

Pursuant to the STIPULATION FOR TREATMENT OF CLAIMS OF SEE HORSE I, LLC, IN DEBTOR'S FIRST AMENDED PLAN OR REORGANIZATION [Docket No. 123] (the "See Horse Stipulation"), a copy of which is attached hereto as Exhibit B and incorporated herein by that reference, the Class 2 secured claim of See Horse I, LLC, shall be treated and paid as follows:

1. Agreement as to sums due to See Horse as successor lender: Debtor acknowledges and accepts See Horse as the successor to the See Horse Predecessors, and agrees to pay to See Horse, the adjusted total sum of See Horse's proofs of claims (Claims 10-2 and 11-1) as filed in the action, adjusted and including non-default interest from the date of default through the Confirmation Date, less post-petition payments, plus See Horse's reasonable legal fees and costs through the date of confirmation. No late charges will be assessed to the Debtor. The adjusted total sum of See Horse's proofs of claim shall be referred to as the "Modified Loan Balance" and shall be paid as detailed hereinafter. Claim 11-1 is subject to reconciliation and verification of the amounts owed by Debtor to See Horse.

2. Terms of Repayment: Debtor's obligation to pay the Modified Loan Balance to See Horse shall continue to be secured by the deeds of trust and other pledges of real and personal property presently securing the obligations under this loan. Debtor agrees to pay monthly, self-amortizing payments based on the above Modified Loan Balance on a 30-year amortization schedule to See Horse commencing on the fifteenth (15th) day of the month following the month in which Debtor's Plan is confirmed. Interest on the Claim shall be paid from the Confirmation Date at a rate equal to five and one-quarter percent (5.25%) annually as part of the monthly payments. Provided that all monthly payments are made on a timely basis

without default, all sums remaining due on the Modified Loan Balance shall become fully due and payable at the end of the seventy-second (72nd) month following the month in which the Debtor's Plan is confirmed by the Court. Debtor's failure to pay any monthly payment due on the Modified Loan Balance to See Horse within fifteen (15) calendar days following the date upon which it is due or Debtor's failure or refusal to comply with any of the terms of this Settlement Agreement during any period of time when any sum due on the Modified Loan Balance remains unpaid shall constitute a material default of Debtor's obligations to See Horse and may, at See Horse's discretion, constitute grounds for foreclosure on the collateral that secures the Modified Loan Balance and implementation by See Horse of such other remedies as may be lawful.

3. Release of All Claims by Debtor, Holder, and Holder Group. On or before the Confirmation Date, the Debtor, Holder, and Holder Group shall execute and deliver to See Horse, in form and content acceptable to See Horse and Debtor, a full and complete release of all claims and defenses Debtor, Holder, and/or the Holder Group may have against See Horse and its Manager and Member, that may have arisen or may arise under any federal or State laws with regards to obligations owed by Debtor to See Horse. Debtor is not releasing the FDIC and/or See Horse's Predecessors.

4. Agreement by Debtor to fund capital expenditures. The Debtor agrees to expend a minimum of two hundred thousand dollars (\$200,000) per calendar year (commencing January 2014) as capital expenditures on the Debtor's real and personal property, subject to the following terms and conditions:

- a. The annual sum for capital expenditures shall be expended only on capital expenditures defined and determined by Generally Accepted Accounting Principles ("GAAP"); however, this amount does not include repair and maintenance expenditures. Authorized capital expenditures shall include, but is not limited to: the purchase of new and/ or reconditioned gaming devices from the major gaming device manufacturers/distributors (including but not limited to

- 1 IGT, WMS, Aristocrat, or Bally Technologies, but shall not include any Holder
2 related entity);
- 3 b. The funds for such capital expenditures shall be deposited by Debtor in a
4 separate, segregated bank account which shall be dedicated solely to the
5 retention of such funds, subject only to release upon capital expenditure
6 disbursements. The funds to be allocated to such capital expenses shall be paid
7 directly to the vendor or creditor providing the capital goods or, if not so paid
8 and credited against this obligation, shall be paid into the segregated account at
9 the following rate: \$5,000 per month in January, February and March of each
10 year; \$15,000 per month in April and May of each year; \$30,000 per month in
11 June, July, August and September of each year; \$15,000 in October of each
12 year; and \$10,000 per month in November and December of each year.
- 13
- 14 c. Funds paid to the capital expenditures bank account shall be made on or before
15 the 15th day of each of the above months. Debtor's failure to pay any of the
16 capital expenditures within fifteen (15) calendar days following the date upon
17 which it is due shall constitute a material default of Debtor's obligations to See
18 Horse.
- 19 d. In the event the Debtor fails to fund the separate, segregated capital expenditure
20 bank account on the schedule set forth above, See Horse may proceed pursuant
21 to paragraph 9 and the Bankruptcy Court will retain no jurisdiction over such
22 monetary default;
- 23 e. Debtor, Holder, and Holder Group agree that no sums shall be paid to Holder,
24 Holder Group or any affiliate thereof for management fees or otherwise, during
25 any period when the sums due to be expended for authorized capital
26 expenditures have not been so expended or accrued in the segregated bank
27 account set up for this purpose;
- 28

1 f. Debtor, Holder and Holder Group agree that any capital expenditures made from
2 the \$200,000 capital expenditures budget set forth above, and not made to
3 improve the collateral securing the See Horse obligations, shall be subject to the
4 consent of See Horse, which shall not be unreasonably withheld.

5 5. Ratification of Personal Guarantees by Mr. and Mrs. Holder. On or before the
6 confirmation date, Mr. and Mrs. Holder will execute and deliver to See Horse and Debtor, in
7 form and content acceptable to See Horse and Mr. and Mrs. Holder, a re-affirmation and
8 ratification of their personal guarantees for repayment of all sums due to See Horse by Debtor.

9 6. Agreement by Debtor that Bankruptcy Court has limited continuing jurisdiction
10 over disputes relating to Capital Expenditures only. Debtor agrees that after the Plan goes into
11 effect on the Confirmation Date, the United States Bankruptcy Court shall have limited
12 continuing jurisdiction over Debtor's capital expenditures only. The Bankruptcy Court shall
13 have no jurisdiction over any other disputes that may arise under the Plan of Reorganization or
14 this Settlement Agreement, with regard to the enforcement of See Horse's rights in the secured
15 property pledged as collateral for repayment of the sums due to See Horse, or in the event of a
16 monetary default of the Debtor's obligations to fund the separate, segregated capital
17 expenditure bank account pursuant to the schedule set forth in paragraph 4.

18 7. Agreement by Debtor regarding filing of future bankruptcy actions. Debtor
19 agrees that it will not seek or file any new or subsequent request for bankruptcy protection any
20 time after the Confirmation Date and before the Modified Loan Balance is fully paid and
21 satisfied in full until no less than 90 days after all sums due as part of the Modified Loan
22 Balance are paid to See Horse.

23 8. Debtor's Agreement to provide monthly financial reports to See Horse. Debtor
24 agrees that it will provide monthly financial reports to See Horse, in form and substance
25 acceptable to See Horse and the Debtor, commencing at the end of the first full month of
26 business operations after the Confirmation Date until the Modified Loan Balance is fully paid
27 to See Horse. The monthly financial reports shall include, but not be limited to, copies of all
28

1 bank statements and reports maintained by Debtor, invoices for capital expenditures reports of
2 operating revenues and expenses, and other financial information as may be reasonably
3 requested by See Horse. Monthly financial reports will be provided to See Horse no later than
4 the last business day in the month following the month being reported.

5 9. Pending Notice of Default and Election to Sell to remain on title and in effect.

6 Debtor agrees that the pending Notice of Default and Election to Sell previously recorded and
7 given by See Horse with regard to the properties securing payment of the obligations owed by
8 Debtor to See Horse shall remain on title and in full force and effect for a period of two (2)
9 years following the Confirmation Date of the Plan. Provided that Debtor makes all payments
10 due to See Horse under this Settlement Agreement during the said two (2) year period, Debtor
11 shall be entitled to receive from See Horse a Rescission of the Notice of Default and Election to
12 Sell. In the event of a post-Confirmation default within two (2) years following the
13 Confirmation Date, for which the Bankruptcy Court retains no jurisdiction, Debtor agrees that
14 See Horse may immediately proceed to record a Notice of Sale as contemplated by NRS
15 107.080(4). Further, as part of this Settlement Agreement, Debtor agrees and stipulates that See
16 Horse is and shall be entitled to relief from any automatic stay that may apply under the
17 circumstances and to pursue any available remedies, including but not limited to foreclosure on
18 the collateral which See Horse may file fifteen (15) days following any post-Confirmation
19 default (whenever occurring) under the Plan by Debtor, with Debtor being allowed the same
20 fifteen (15) day right to cure the same. Debtor agrees that See Horse will not be required to
21 seek or obtain any further court order or approval to exercise its rights hereunder or in the
22 collateral, including foreclosure on the collateral, in the event of post-Confirmation default.
23 Following the recordation of the Notice of Sale and up to the date of the foreclosure sale, the
24 Debtor shall be allowed to pay the entire unpaid balance due to See Horse on the obligation.
25 Further, so long as Debtor is current in making all payments due to See Horse under this
26 Settlement Agreement, then See Horse shall not commence action against Mr. and Mrs. Holder
27 on their personal guarantees to See Horse.
28

1 10. Default Rate of Interest. In the event any post-Confirmation default remains
 2 uncured by Debtor for a period in excess of fifteen (15) days, the interest rate due on the sums
 3 remaining due on the Approved Claim shall revert to the default rate of interest allowed under
 4 the terms of the Promissory Note retroactive to the Petition Date.

5 11. Information required by State Gaming Control Board. See Horse agrees that it
 6 will provide directly to the State Gaming Control Board on a confidential basis any information
 7 and documents that may be required by the State Gaming Control Board in connection with the
 8 loan which it acquired from Umpqua Bank with regard to the Debtor and its properties.

9 See Horse 1, LLC, further has agreed to vote to accept the Debtor's First Amended Plan
 10 of Reorganization, as amended by this First Amendment.

11 **ARTICLE V. TREATMENT OF CLASSES** Paragraphs 3A and 3B, are amended in
 12 their entirety as follows:

13 Pursuant to the STIPULATION FOR TREATMENT OF CLAIMS OF CITY
 14 NATIONAL BANK'S CLASS 3A AND 3B SECURED CLAIMS IN DEBTOR'S FIRST
 15 AMENDED PLAN OF REORGANIZATION [Docket No. 114] (the "CNB Stipulation"), a
 16 copy of which is attached hereto as Exhibit C and incorporated herein by that reference, the
 17 Class 3A and Class 3B secured claims of CNB shall be treated and paid as follows:

18 **CLASS 3A SECURED CLAIM [CITY NATIONAL BANK]:** The Class 3A Claim
 19 (aka Loan 728) and the Class 3B Claim (aka Loan 698) shall be restructured as one loan in the
 20 amount of the outstanding loan balances (\$105,903.92 for Class 3A and \$106,020.99 for Class
 21 3B, for a total of \$211,924.91), plus post-petition attorney's fees and costs through the
 22 Confirmation Date, plus accrued interest at the non-default rate of interest, which is 7% under
 23 the loans documents, from the Petition Date to the Confirmation Date, less post-petition
 24 payments paid to principal and interest by Debtor ("Modified Loan Balance"), which
 25 restructured loan as provided herein and the performance thereof shall retain the existing
 26 security interest and deed of trust in first-priority position. With respect to the Class 3A
 27 Secured Claim, the deed of trust was recorded as Document No. 0576831, on May 9, 2003, in
 28

1 the official records of the Douglas County Recorder's Office with respect to the real property
2 with APN 1320-33-401-017.

3 The Modified Loan Balance shall be paid in monthly payments of principal and interest
4 at the rate of 5.25% per annum accruing after the Confirmation Date, calculated on a twenty
5 (20) year amortization, commencing upon the fifth day of each month following the
6 Confirmation Date, and continuing on the fifth day of each successive month for four (4) years
7 thereafter, with the entire amount of the Modified Loan Balance to be paid four (4) years after
8 the Confirmation Date or upon a sale of either of the real properties, whichever occurs first in
9 time. Any payment shall be subject to a fifteen (15) day grace period to cure the same. The
10 Modified Loan Balance shall be deemed current as of the Confirmation Date and any Notice of
11 Default shall be released and rescinded. Debtor shall provide evidence of payment of real
12 property taxes and insurance premiums to City National Bank within ten (10) days of paying the
13 same. Debtor shall maintain and provide proof of insurance naming City National Bank as an
14 additional insured until such time as City National Bank is paid in full. The loan documents
15 shall remain in full force and effect except as modified herein. If necessary, City National Bank
16 and Debtor shall timely execute any and all documents to effectuate the treatment provided
17 herein. Accordingly, the Class 3A secured claim of City National Bank is impaired.
18
19
20

21 **CLASS 3B SECURED CLAIM [CITY NATIONAL BANK]:** The Class 3B Claim
22 (aka Loan 698) and the Class 3A Claim (aka Loan 728) shall be restructured as one loan in the
23 amount of the outstanding loan balances (\$105,903.92 for Class 3A and \$106,020.99 for Class
24 3B, for a total of \$211,924.91) plus post-petition attorney's fees and costs through the
25 Confirmation Date, plus accrued interest at the non-default rate of interest, which is 7% under
26 the loans documents, from the Petition Date to the Confirmation Date, less post-petition
27 payments paid to principal and interest by Debtor ("Modified Loan Balance"), which
28

1 restructured loan as provided herein and the performance thereof shall retain the existing
2 security interests and deeds of trust in first-priority position. With respect to the Class 3B
3 Claim, the deed of trust was recorded as Document No. 0576831, on May 12, 2003, in the
4 official records of the Douglas County Recorder's Office with respect to the real property with
5 APN 1320-33-401-033.
6

7 The Modified Loan Balance shall be paid in monthly payments of principal and interest
8 at the rate of 5.25% per annum accruing after the Confirmation Date, calculated on a twenty
9 (20) year amortization, commencing upon the fifth day of each month following the
10 Confirmation Date, and continuing on the fifth day of each successive month for four (4) years
11 thereafter, with the entire amount of the Modified Loan Balance to be paid four (4) years after
12 the Confirmation Date or upon a sale of either of the real properties, whichever occurs first in
13 time. Any payment shall be subject to a fifteen (15) day grace period to cure the same. The
14 Modified Loan Balance shall be deemed current as of the Confirmation Date and any Notice of
15 Default shall be released and rescinded. Debtor shall provide evidence of payment of real
16 property taxes and insurance premiums to City National Bank within ten (10) days of paying the
17 same. Debtor shall maintain and provide proof of insurance naming City National Bank as an
18 additional insured until such time as City National Bank is paid in full. The loan documents
19 shall remain in full force and effect except as modified herein. If necessary, City National Bank
20 and Debtor shall timely execute any and all documents to effectuate the treatment provided
21 herein. Accordingly, the Class 3B secured claim of City National Bank is impaired.
22
23
24

25 For the avoidance of any doubt, the treatment provided herein for the Class 3A and
26 Class 3B Secured Claims require one monthly payment on the restructured loan. The foregoing
27
28

1 amended treatment of the Class 3A and Class 3B Secured Claims shall be incorporated into an
2 order confirming Debtor's First Amended Plan of Reorganization, as amended

3 **ARTICLE V. TREATMENT OF CLASSES Paragraph 5, is amended in its**
4 **entirety as follows:**

5 **5. CLASS 5 CLAIMS [ALLOWED GENERAL UNSECURED CREDITORS]:**

6 Pursuant to the STIPULATION FOR TREATMENT OF GENERAL UNSECURED
7 CLAIM OF THE MILOS SHARKEY BEGOVICH LIVING TRUST DTD 5/2/02 [Docket No.
8 122] a copy of which is attached hereto as Exhibit D and incorporated herein by that reference,
9 the Class 5 Allowed General Unsecured Creditors, shall be treated and paid 100% of their
10 allowed claims by the Debtor as follows:

11 1. The Class 5 non-insider allowed general unsecured claims totaling \$41,388.18
12 shall be paid in full prorata within two (2) years of the Confirmation Date in monthly payments
13 of principal and interest at the rate of 5.25% per annum accruing after the Confirmation Date,
14 calculated on a two (2) year amortization until paid in full;

15 2. The general unsecured claim of the Begovich Trust is deemed an allowed claim
16 for \$700,000.00, not the Proof of Claim amount of \$760,000.00, and shall be payable monthly
17 at zero percent interest pursuant to the terms of the parties' original promissory note, with
18 monthly payments to be amortized over a thirty (30) year period, and to be paid in full eight (8)
19 years following the Confirmation Date, with monthly payments to commence January 15, 2014,
20 and continue on the 15th day of each successive month thereafter, with a 15 day grace period.
21 Further, upon confirmation, the Trustees of the Begovich Trust agree to dismiss the breach of
22 contract complaint now pending in the Ninth Judicial District Court in and for the County of
23 Douglas, State of Nevada, case no. 13-cv0063, without prejudice, but with the condition that the
24 civil case may only be recommenced upon a post-petition default by the Debtor; and

25 3. The Class 5 "insider" allowed general unsecured claims of the Debtor shall be
26 paid only after the Class 5 non-insider claims and the Class 5 claim of the Begovich Trust are
27 paid in full.

28 Accordingly, the Class 5 General Unsecured Claims are impaired under the Plan.

1 **ARTICLE VI Paragraph 2, is amended in its entirety as follows:**

2 **2. DISPUTED CLAIMS.**

3 Through its Disbursing Agent, the Debtor will only make distributions according to the
4 Plan and when their claims become allowed claims and interest as such terms are defined in the
5 Plan. There are currently claims pending against the Debtor, either filed or scheduled, which are
6 or will become Disputed Claims. As to some Disputed Claims, the Debtor disputes only the
7 classification of the claims asserted by the holder. With respect to other Disputed Claims, the
8 Debtor accepts the classification asserted by the holder but disputes the amount of the claim
9 alleged by such holder. In some cases, the Debtor disputes both the asserted classification and
10 the alleged amount. In addition, the Debtor and other parties in interest may object to certain
11 other claims based upon equitable or contractual subordination pursuant to § 510 of the
12 Bankruptcy Code. Specifically, such subordination claims may be asserted against any person
13 or entity buying claim(s) for speculation and profit in Debtor's bankruptcy cases. No
14 distribution will be made with respect to any such Disputed Claims unless and until they become
15 allowed claims. THE HOLDER GROUP SHARKEY'S, LLC disputes the following claims at
16 this time: NONE
17

18 **ARTICLE VIII. Paragraph 1, is amended in its entirety as follows:**

19 ARTICLE VIII.

20 MEANS FOR EXECUTION OF THE PLAN

21 1. **Operations of Property, Advances from Guarantors and Disbursements.**

22 The Debtor is a duly licensed casino currently operating 138 gaming machines,
23 and containing an independently operated sports book. While the Debtor's income decreased
24 dramatically in 2010, steady increases in income have been posted for 2011 and 2012, and
25 Debtor has based its projections on the 2012 performance. It is anticipated that net income for
26 2013 will approximate that of 2009. The Debtor will have sufficient cash flow from ongoing
27 operations to sustain the debt service contained in the Plan. Attached hereto as Exhibit E and
28 incorporated herein by that reference are the Comparison of Budget to Actual for May 2013

1 through October 2013, the Monthly Budget for May through July 2014, and a Forecasted
 2 Statement of Cash Receipts and Disbursements August 2013 through July 2014 (collectively the
 3 "Budget").

4 **ARTICLE XIII. FEASIBILITY OF DEBTOR'S PLAN, is amended in its entirety**
 5 **as follows:**

6 ARTICLE XIII

7 FEASIBILITY OF DEBTOR'S PLAN

8 Sharkey's Casino is a small local casino in Gardnerville, Nevada, catering to local
 9 patrons and patrons from the bordering communities in California, as well as some pass through
 10 traffic. Debtor believes that the PLAN is feasible based upon the improved income generated
 11 from business operations over the past two (2) years, coupled with the restructuring of the
 12 Debtor's secured debt. Additionally, Debtor has hired a more experienced General Manager,
 13 and since that time the food operation has seen steady improvement, and the slot machines have
 14 been upgraded and rearranged on the casino floor. In spite of a slight decrease in gross
 15 receipts, Debtor has shown a significant increase in its operating income or earnings before
 16 interest, depreciation and amortization ("EBITDA") compared to 2012. Debtor has based its
 17 2013/2014 projections on the 2012 actual performance. Indeed, for the first seven (7) months of
 18 2013, Debtor has exceeded 2012 actual EBITDA by 15%, with July 2012 reporting year to date
 19 EBITDA of \$500,170 and July 2013 reporting year to date EBITDA of \$575,210. CMS
 20 International, the company that provides management services to the Debtor has agreed to defer
 21 its management fee of \$6,000.00 per week in order to increase cash flow for the Debtor, until
 22 sufficient monies are available to pay same. Exhibit E clearly shows the removal of payment of
 23 management fees to CMS through July 2014. Based on current year earnings to date, the
 24 Debtor believes that the 2013 budgeted annual EBITDA of \$1,012,600.00, is attainable.

25 Unless amended hereinabove, all other terms of the Debtor's First Amended Plan of
 26 Reorganization remain in full force and effect.

1 WHEREFORE, THE HOLDER GROUP SHARKEY'S, LLC, as proponent of this Plan,
2 repeats its request for confirmation of this Plan pursuant to §§ 1129(a) and/or 1129(b) of the
3 Bankruptcy Code.

4 Respectfully submitted this 6th day of December, 2013.

5
6 STEPHEN R. HARRIS, ESQ.
7 HARRIS LAW PRACTICE LLC

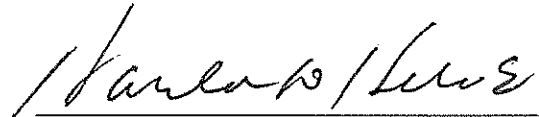
8 */s/ Stephen R. Harris*

9
10 _____
11 Attorneys for Debtor
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

VERIFICATION

I, HAROLD D. HOLDER, SR, Manager of THE HOLDER GROUP SHARKEY'S, LLC, Debtor, declare under penalty of perjury that I have read the foregoing FIRST AMENDMENT TO DEBTOR'S FIRST AMENDED PLAN OF REORGANIZATION, and that the contents contained therein are true and correct to the best of my knowledge, information and belief.

DATED this ____ day of December, 2013.



Harold D. Holder, Sr., Manager
THE HOLDER GROUP SHARKEY'S, LLC,
Debtor

EXHIBIT “A”

EXHIBIT “A”

1 STEFANIE T. SHARP, ESQ.
2 Nevada State Bar No. 8661
3 Robison, Belaustegui, Sharp & Low
4 A Professional Corporation
5 71 Washington Street
6 Reno, Nevada 89503
7 Telephone: (775) 329-3151
8 Facsimile: (775) 329-7169
9 Email: ssharp@rbsllaw.com

10 *Attorneys for Nevada State Bank*

11 UNITED STATES BANKRUPTCY COURT
12 DISTRICT OF NEVADA
13

14 In re:

Case No. 13-50844-btb

15 THE HOLDER GROUP SHARKEY'S, LLC,

Chapter 11

16 Debtor.

17 **STIPULATION FOR TREATMENT OF**
18 **CLAIMS OF NEVADA STATE BANK IN**
19 **DEBTOR'S FIRST AMENDED PLAN OF**
20 **REORGANIZATION**

Hearing Date: December 5, 2013
Hearing Time: 2:00 p.m.
Set By: Dkt. 100

21 Debtor, The Holder Group Sharkey's, LLC ("Debtor"), by and through its counsel
22 Stephen R. Harris, Esq. of Harris Law Practice, LLC and Nevada State Bank ("NSB") by and
23 through its counsel Stefanie T. Sharp, Esq. of Robison, Belaustegui, Sharp & Low having
24 resolved their disputes regarding Debtor's First Amended Plan of Reorganization (the "Plan"),
25 Dkt. 89, hereby stipulate and agree as follows:

26 ///

27 ///

28 ///

1 IT IS STIPULATED AND AGREED that the Plan shall be amended by this stipulation as
2 follows:

3 1. Article V., TREATMENT OF CLASSES, Section 1A, is hereby deleted and
4 replaced with the following:

5 "1A. CLASS 1A SECURED CLAIM [NEVADA STATE BANK]: The Class 1A
6 secured Claim of NSB shall retain its existing security interest and the outstanding loan balance
7 shall be recalculated using the outstanding principal balance plus accrued interest at the non-
8 default rate of interest from the Petition Date to the Confirmation Date, plus reasonable attorney's
9 fees and collection costs and late fees, less post-petition amounts paid to principal and interest by
10 the Debtor ("Modified Loan Balance"). The Modified Loan Balance shall be paid in monthly
11 payments of principal and interest at the rate of 5.25% per annum accruing after the Confirmation
12 Date, calculated on a thirty (30) year amortization, commencing upon the 10th day of the month
13 following the Confirmation Date, and continuing on the tenth day of each successive month for
14 six (6) years thereafter, with the entire amount of Modified Loan Balance to be paid six (6) years
15 after the Confirmation Date or upon sale of the Real Property, whichever occurs first in time.
16 Any payment due shall be subject to a fifteen (15) day grace period to cure same. The Modified
17 Loan Balance shall be deemed current as of the Confirmation Date and any Notice of Default
18 shall be released and rescinded. Debtor believes the interest rate proposed herein is appropriate
19 based on the decision rendered in In re Till, 301F.3d 583,591 (2002), and has been applied by
20 this Court in previous confirmation hearings in early 2013. Debtor shall provide evidence of
21 payment of real property taxes and payment of insurance premiums to NSB within 10 days of
22 paying same. Debtor shall maintain and provide proof of insurance naming NSB as an additional
23 insured until such time as NSB is paid in full. Accordingly, the Class 1A secured claim of NSB is
24 impaired."
25
26
27
28

1 2. The treatment of NSB's Class 1B claim shall remain as set forth in the Plan,
2 except that the Modified Loan Balance (as defined in Article V, Section 1B of the Plan) shall
3 include late fees, if any. The Plan shall also provide that as evidenced by NSB's Proof of Claim
4 associated with its Class 1B claim, Claim 5, no pre-petition late fees are due.
5

6 3. The Plan is hereby amended to add the following section providing for the address
7 for notices and payments to NSB and Debtor pursuant or related to the Plan:

8 Addresses for Notices and Payments:

9 All notices and payments sent to NSB pursuant, or related, to the Plan shall be directed to the
10 following

11 Nevada State Bank
12 Attn: Michael Hanley, Senior Vice President
13 400 N. Green Valley Pkwy, 2nd Floor
14 Henderson, Nevada 89704
15 Phone: (702) 589-2588
16 Email: Michael.Hanley@nsbank.com

17 With Copy of Notices only to:

18 Stefanie T. Sharp
19 Robinson, Belaustegui Sharp and Low
20 71 Washington Street
21 Reno, Nevada 89503
22 Phone: (775)329-3151
23 Fax: (775) 329-7941
24 Email: ssharp@rbsllaw.com

25 All notices sent to Debtor pursuant, or related, to the Plan shall be directed to the following:

26 The Holder Group Sharkey's
27 c/o Holder Hospitality Group, International, Inc.
28 Attn: Kyla M. Bryson
 5355 Kietzke Lane, Suite 102
 Reno, Nevada 89511.
 Phone: (775) 825-7267
 Email: kbryson@hhgcasinos.com

///

///

1 With Copy of Notices Only to:

2 Stephen R. Harris, Esq.
3 Harris Law Practice LLC
4 6151 Lakeside Drive, Suite 2100
5 Reno, Nevada 89511
6 Phone: (775) 786-7600
7 Fax: (775) 786-7764
8 Email: steve@harrislawreno.com

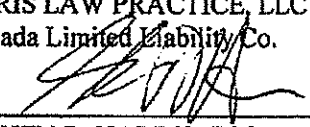
9 IT IS FURTHER STIPULATED AND AGREED that the entry of an order approving this
10 Stipulation shall constitute NSB's vote accepting the Plan.

11 IT IS FURTHER STIPULATED AND AGREED that any order confirming the Plan shall
12 incorporate the modified treatment of NSB's claims and the other modifications to the Plan as
13 agreed to herein.

14 ROBISON, BELAUSTEGUI, SHARP & LOW,
15 a Professional Corporation

HARRIS LAW PRACTICE, LLC
a Nevada Limited Liability Co.

16 By: /s/ Stefanie T. Sharp
17 STEFANIE T. SHARP, ESQ.
18 71 Washington Street
19 Reno, Nevada 89503
20 Phone: (775) 329-3151
21 *Attorneys for Nevada State*
22 *Bank*

By: 
STEPHEN R. HARRIS, ESQ.
6151 Lakeside Drive, Suite 2100
Reno, Nevada 89511
Phone: (775) 786-7600
Attorneys for Debtor

23 Dated: November 18, 2013

Dated: November 18, 2013

CERTIFICATE OF SERVICE

I served a true and correct copy of the within **STIPULATION FOR TREATMENT OF CLAIMS OF NEVDA STATE BANK IN DEBTOR'S FIRST AMENDED PLAN OF REORGANIZATION** on November 18, 2013, by the following means to the persons as listed below:

X Electronically pursuant to the Court's ECF System to:

AARON E DAVIS on behalf of Creditor US FOODS, INC
aaron.davis@bryancave.com, kat.flaherty@bryancave.com; brandy.mcmillion@bryancave.com; leslie.bayles@bryancave.com

STEPHEN R HARRIS on behalf of Debtor THE HOLDER GROUP SHARKEY'S, LLC
noticesbh&p@harrislawreno.com; hannah@harrislawreno.com; reception@harrislawreno.com; helena@harrislawreno.com; norma@harrislawreno.com; ellie@harrislawreno.com

KAARAN E. THOMAS on behalf of Creditor SEE HORSE I, LLC
kthomas@mcdonaldcarano.com, mmorton@mcdonaldcarano.com

AMY N. TIRRE on behalf of Creditor CITY NATIONAL BANK, N.A.
amy@amytirrelaw.com, admin@amytirrelaw.com

U.S. TRUSTEE - RN - 11
USTPRegion17.RE.ECF@usdoj.gov

RYAN J. WORKS on behalf of Creditor SEE HORSE I, LLC
rworks@mcdonaldcarano.com, kbarrett@mcdonaldcarano.com; bgrubb@mcdonaldcarano.com

DATED: November 18, 2013.

/s/ Claudia Zaehring
CLAUDIA ZAEHRINGER

EXHIBIT “B”

EXHIBIT “B”

McDONALD • CARANO • WILSON LLP
 2300 WEST SAHARA AVENUE • SUITE 1200 • LAS VEGAS, NEVADA 89102
 PHONE (702) 873-4100 • FAX (702) 873-9966

McDONALD CARANO WILSON LLP
 KAARAN E. THOMAS NV Bar No. 7193
 RYAN J. WORKS, NV Bar No. 9224
 ANTHONY CARANO, NV Bar No. 11931
 2300 West Sahara Avenue, Suite 1200
 Las Vegas, NV 89102
 Telephone: (702) 873-4100
 Facsimile: (702) 873-9966
kthomas@mcdonaldcarano.com
rworks@mcdonaldcarano.com
acarano@mcdonaldcarano.com

Electronically filed December 4, 2013

Attorneys for See Horse I, LLC

IN THE UNITED STATES BANKRUPTCY COURT
 DISTRICT OF NEVADA

In re
 THE HOLDER GROUP SHARKEY'S,
 LLC,

 Debtor.

Case No.: 13-50844-mkn
 Chapter 11

STIPULATION FOR TREATMENT OF
 CLAIMS OF SEE HORSE I, LLC IN
 DEBTOR'S FIRST AMENDED PLAN OF
 REORGANIZATION

Hearing Date: December 19, 2013
 Hearing Time: 11:00 a.m.

Debtor, The Holder Group Sharkey's, LLC ("Debtor"), by and through its counsel
 Stephen R. Harris, Esq., of Harris Law Practice, LLC and See Horse I, LLC ("See Horse") by
 and through its counsel Ryan J. Works, Esq. of McDonald Carano Wilson LLP having resolved
 their dispute regarding Debtor's First Amended Plan of Reorganization (the "Plan"), [Docket
 No. 89], hereby stipulate and agree as follows:

IT IS STIPULATED AND AGREED that the Plan shall be amended by this stipulation
 as follows:

1. Agreement as to sums due to See Horse as successor lender: Debtor
 acknowledges and accepts See Horse as the successor to the See Horse Predecessors, and
 agrees to pay to See Horse, the adjusted total sum of See Horse's proofs of claims (Claims 10-
 2 and 11-1) as filed in the action, adjusted and including non-default interest from the date of

CAHA

McDONALD • CARANO • WILSON LLP
 2100 WEST SAHARA AVENUE, SUITE 1100 • LAS VEGAS, NEVADA 89102
 PHONE (702) 341-1101 • FAX (702) 873-5986

1 default through the Confirmation Date, less post-petition payments, plus See Horse's
 2 reasonable legal fees and costs through the date of confirmation. No late charges will be
 3 assessed to the Debtor. The adjusted total sum of See Horse's proofs of claim shall be referred
 4 to as the "Modified Loan Balance" and shall be paid as detailed hereinafter. Claim 11-1 is
 5 subject to reconciliation and verification of the amounts owed by Debtor to See Horse.

6 2. Terms of Repayment. Debtor's obligation to pay the Modified Loan Balance to
 7 See Horse shall continue to be secured by the deeds of trust and other pledges of real and
 8 personal property presently securing the obligations under this loan. Debtor agrees to pay
 9 monthly, self-amortizing payments based on the above Modified Loan Balance on a 30-year
 10 amortization schedule to See Horse commencing on the fifteenth (15th) day of the month
 11 following the month in which Debtor's Plan is confirmed. Interest on the Claim shall be paid
 12 from the Confirmation Date at a rate equal to five and one-quarter percent (5.25%) annually as
 13 part of the monthly payments. Provided that all monthly payments are made on a timely basis
 14 without default, all sums remaining due on the Modified Loan Balance shall become fully due
 15 and payable at the end of the seventy-second (72nd) month following the month in which the
 16 Debtor's Plan is confirmed by the Court. Debtor's failure to pay any monthly payment due on
 17 the Modified Loan Balance to See Horse within fifteen (15) calendar days following the date
 18 upon which it is due or Debtor's failure or refusal to comply with any of the terms of this
 19 Settlement Agreement during any period of time when any sum due on the Modified Loan
 20 Balance remains unpaid shall constitute a material default of Debtor's obligations to See Horse
 21 and may, at See Horse's discretion, constitute grounds for foreclosure on the collateral that
 22 secures the Modified Loan Balance and implementation by See Horse of such other remedies
 23 as may be lawful.

24 3. Release of All Claims by Debtor, Holder, and Holder Group. On or before the
 25 Confirmation Date, the Debtor, Holder, and Holder Group shall execute and deliver to See
 26 Horse, in form and content acceptable to See Horse and Debtor, a full and complete release of
 27 all claims and defenses Debtor, Holder, and/or the Holder Group may have against See Horse
 28 and its Manager and Member, that may have arisen or may arise under any federal or State

1 laws with regards to obligations owed by Debtor to See Horse. Debtor is not releasing the
2 FDIC and/or See Horse's Predecessors.

3 4. Agreement by Debtor to fund capital expenditures. The Debtor agrees to expend
4 a minimum of two hundred thousand dollars (\$200,000) per calendar year (commencing
5 January 2014) as capital expenditures on the Debtor's real and personal property, subject to the
6 following terms and conditions:

7 a. The annual sum for capital expenditures shall be expended only on capital
8 expenditures defined and determined by Generally Accepted Accounting
9 Principles ("GAAP"); however, this amount does not include repair and
10 maintenance expenditures. Authorized capital expenditures shall include, but is
11 not limited to: the purchase of new and/ or reconditioned gaming devices from
12 the major gaming device manufacturers/distributors (including but not limited to
13 IGT, WMS, Aristocrat, or Bally Technologies, but shall not include any Holder
14 related entity);

15 b. The funds for such capital expenditures shall be deposited by Debtor in a
16 separate, segregated bank account which shall be dedicated solely to the
17 retention of such funds, subject only to release upon capital expenditure
18 disbursements. The funds to be allocated to such capital expenses shall be paid
19 directly to the vendor or creditor providing the capital goods or, if not so paid
20 and credited against this obligation, shall be paid into the segregated account at
21 the following rate: \$5,000 per month in January, February and March of each
22 year; \$15,000 per month in April and May of each year; \$30,000 per month in
23 June, July, August and September of each year; \$15,000 in October of each
24 year; and \$10,000 per month in November and December of each year.

25 c. Funds paid to the capital expenditures bank account shall be made on or before
26 the 15th day of each of the above months. Debtor's failure to pay any of the
27 capital expenditures within fifteen (15) calendar days following the date upon
28

McDONALD • CARANO • WILSON LLP
3300 WEST SAHARA AVENUE, SUITE 1100 • LAS VEGAS, NEVADA 89102
PHONE (702) 414-1400 • FAX (702) 414-5066

McDONALD • CARANO • WILSON LLP
 2100 WEST SAHARA AVENUE • SUITE 1200 • LAS VEGAS, NEVADA 89102
 PHONE (702) 441-1100 • FAX (702) 673-9966

1 which it is due shall constitute a material default of Debtor's obligations to See
 2 Horse.

3 d. In the event the Debtor fails to fund the separate, segregated capital expenditure
 4 bank account on the schedule set forth above, See Horse may proceed pursuant
 5 to paragraph 9 and the Bankruptcy Court will retain no jurisdiction over such
 6 monetary default;

7 e. Debtor, Holder, and Holder Group agree that no sums shall be paid to Holder,
 8 Holder Group or any affiliate thereof for management fees or otherwise, during
 9 any period when the sums due to be expended for authorized capital
 10 expenditures have not been so expended or accrued in the segregated bank
 11 account set up for this purpose;

12 f. Debtor, Holder and Holder Group agree that any capital expenditures made
 13 from the \$200,000 capital expenditures budget set forth above, and not made to
 14 improve the collateral securing the See Horse obligations, shall be subject to the
 15 consent of See Horse, which shall not be unreasonably withheld.

16 5. Ratification of Personal Guarantees by Mr. and Mrs. Holder. On or before the
 17 confirmation date, Mr. and Mrs. Holder will execute and deliver to See Horse and Debtor, in
 18 form and content acceptable to See Horse and Mr. and Mrs. Holder, a re-affirmation and
 19 ratification of their personal guarantees for repayment of all sums due to See Horse by Debtor.

20 6. Agreement by Debtor that Bankruptcy Court has limited continuing jurisdiction
 21 over disputes relating to Capital Expenditures only. Debtor agrees that after the Plan goes into
 22 effect on the Confirmation Date, the United States Bankruptcy Court shall have limited
 23 continuing jurisdiction over Debtor's capital expenditures only. The Bankruptcy Court shall
 24 have no jurisdiction over any other disputes that may arise under the Plan of Reorganization or
 25 this Settlement Agreement, with regard to the enforcement of See Horse's rights in the secured
 26 property pledged as collateral for repayment of the sums due to See Horse, or in the event of a
 27 monetary default of the Debtor's obligations to fund the separate, segregated capital
 28 expenditure bank account pursuant to the schedule set forth in paragraph 4.

McDONALD • CARANO • WILSON LLP
2300 WEST SAHARA AVENUE • SUITE 1200 • LAS VEGAS, NEVADA 89102
PHONE (702) 734-1100 • FAX (702) 871-0966

1 7. Agreement by Debtor regarding filing of future bankruptcy actions. Debtor
2 agrees that it will not seek or file any new or subsequent request for bankruptcy protection any
3 time after the Confirmation Date and before the Modified Loan Balance is fully paid and
4 satisfied in full until no less than 90 days after all sums due as part of the Modified Loan
5 Balance are paid to See Horse.

6 8. Debtor's Agreement to provide monthly financial reports to See Horse. Debtor
7 agrees that it will provide monthly financial reports to See Horse, in form and substance
8 acceptable to See Horse and the Debtor, commencing at the end of the first full month of
9 business operations after the Confirmation Date until the Modified Loan Balance is fully paid
10 to See Horse. The monthly financial reports shall include, but not be limited to, copies of all
11 bank statements and reports maintained by Debtor, invoices for capital expenditures reports of
12 operating revenues and expenses, and other financial information as may be reasonably
13 requested by See Horse. Monthly financial reports will be provided to See Horse no later than
14 the last business day in the month following the month being reported.

15 9. Pending Notice of Default and Election to Sell to remain on title and in effect.
16 Debtor agrees that the pending Notice of Default and Election to Sell previously recorded and
17 given by See Horse with regard to the properties securing payment of the obligations owed by
18 Debtor to See Horse shall remain on title and in full force and effect for a period of two (2)
19 years following the Confirmation Date of the Plan. Provided that Debtor makes all payments
20 due to See Horse under this Settlement Agreement during the said two (2) year period, Debtor
21 shall be entitled to receive from See Horse a Rescission of the Notice of Default and Election
22 to Sell. In the event of a post-Confirmation default within two (2) years following the
23 Confirmation Date, for which the Bankruptcy Court retains no jurisdiction, Debtor agrees that
24 See Horse may immediately proceed to record a Notice of Sale as contemplated by NRS
25 107.080(4). Further, as part of this Settlement Agreement, Debtor agrees and stipulates that See
26 Horse is and shall be entitled to relief from any automatic stay that may apply under the
27 circumstances and to pursue any available remedies, including but not limited to foreclosure on
28 the collateral which See Horse may file fifteen (15) days following any post-Confirmation

McDONALD • CARANO • WILSON LLP
2500 WEST SARATOA AVENUE • SUITE 1200 • LAS VEGAS, NEVADA 89102
PHONE (702) 871-1100 • FAX (702) 871-9966

1 default (whenever occurring) under the Plan by Debtor, with Debtor being allowed the same
2 fifteen (15) day right to cure the same. Debtor agrees that See Horse will not be required to
3 seek or obtain any further court order or approval to exercise its rights hereunder or in the
4 collateral, including foreclosure on the collateral, in the event of post-Confirmation default.
5 Following the recordation of the Notice of Sale and up to the date of the foreclosure sale, the
6 Debtor shall be allowed to pay the entire unpaid balance due to See Horse on the obligation.
7 Further, so long as Debtor is current in making all payments due to See Horse under this
8 Settlement Agreement, then See Horse shall not commence action against Mr. and Mrs. Holder
9 on their personal guarantees to See Horse.

10 10. Default Rate of Interest. In the event any post-Confirmation default remains
11 uncured by Debtor for a period in excess of fifteen (15) days, the interest rate due on the sums
12 remaining due on the Approved Claim shall revert to the default rate of interest allowed under
13 the terms of the Promissory Note retroactive to the Petition Date.

14 11. Information required by State Gaming Control Board. See Horse agrees that it
15 will provide directly to the State Gaming Control Board on a confidential basis any
16 information and documents that may be required by the State Gaming Control Board in
17 connection with the loan which it acquired from Umpqua Bank with regard to the Debtor and
18 its properties.

19 12. Ballot Acceptance. After all parties hereto have executed this Stipulation, then
20 See Horse 1, LLC, agrees to vote to accept the Debtor's First Amended Plan of Reorganization
21 [Docket No. 89], as amended herein, into which the terms and conditions of this Stipulation
22 will be incorporated by a First Amendment to the Debtor's First Amended Plan of
23 Reorganization.

24 IT IS FURTHER STIPULATED AND AGREED that any order confirming the Plan
25 shall incorporate the modified treatment of See Horse's claims and the other modifications to
26 the Plan as agreed to herein.
27
28

Dated this 30th day of November, 2013.

MCDONALD CARANO WILSON LLP

By: 

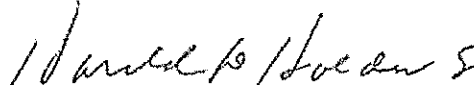
RYAN J. WORKS, NV Bar No. 9224
2800 West Sahara Avenue, Suite 1200
Las Vegas, NV 89102
rworks@mcdonaldcarano.com
Attorneys for See Horse I, LLC

HARRIS LAW PRACTICE, LLC

By: 

STEPHEN R. HARRIS, Esq.
6151 Lakeside Dr., Suite 2100
Reno, NV 89511
Phone: (775) 786-7600
Fax: (775) 786-7764
steve@harrislawreno.com
Attorneys for Debtor

THE HOLDER GROUP SHARKEY'S,
LLC



HAROLD D. HOLDER, SR., Manager



HAROLD D. HOLDER, an individual

SEE HORSE I, LLC



MICHAEL E. PEGRAM, Manager

MCDONALD • CARANO • WILSON LLP
2800 WEST SAHARA AVENUE • SUITE 1200 • LAS VEGAS, NEVADA 89102
PHONE (702) 311-1100 • FAX (702) 870-9266

EXHIBIT “C”

EXHIBIT “C”

LAW OFFICES OF AMY N. TIRRE,
 A Professional Corporation
 AMY N. TIRRE, ESQ. #6523
 3715 Lakeside Drive, Suite A
 Reno, NV 89509
 Telephone: (775) 828-0909
 Facsimile: (775) 828-0914
 E-mail: amy@amytirrelaw.com

E-Filed: November 22, 2013

Attorneys for City National Bank, N.A.

**UNITED STATES BANKRUPTCY COURT
 DISTRICT OF NEVADA**

In Re:

THE HOLDER GROUP SHARKEY'S, LLC,

 Debtor.

Case No. BK-N-13-50844-BTB

Chapter 11

**STIPULATION FOR TREATMENT OF
 CITY NATIONAL BANK'S CLASS 3A
 AND 3B SECURED CLAIMS UNDER
 DEBTOR'S FIRST AMENDED PLAN OF
 REORGANIZATION**

Hearing Date: December 5, 2013
 Hearing Time: 2:00 p.m.
 Est. Time:

City National Bank, N.A. ("CNB"), by and through its counsel, Law Offices of Amy N. Tirre, A Professional Corporation, and Debtor The Holder Group Sharkey, LLC's ("Debtor"), by and through counsel, Harris Law Practice, LLC, hereby stipulate and agree that the treatment of CNB's secured claims as set forth in Class 3A and Class 3B of Debtor's First Amended Plan of Reorganization filed on October 8, 2013 as Docket No. 89 is amended as follows:

CLASS 3A SECURED CLAIM [CITY NATIONAL BANK]: The Class 3A Claim (aka Loan 728) and the Class 3B Claim (aka Loan 698) shall be restructured as one loan in the amount of the outstanding loan balances (\$105,903.92 for Class 3A and \$106,020.99 for Class 3B for a total of \$211,924.91), plus post-petition attorney's fees and costs through the Confirmation Date, plus accrued interest at the non-default rate of interest, which is 7% under the loans documents, from the

LAW OFFICES OF AMY N. TIRRE
 3715 Lakeside Drive, Suite A
 Reno, NV 89509
 (775) 828-0909 Telephone
 (775) 828-0914 Facsimile
 E-mail: amy@amytirrelaw.com

1 Petition Date to the Confirmation Date, less post-petition payments paid to principal and interest by
2 Debtor ("Modified Loan Balance"), which restructured loan as provided herein and the performance
3 thereof shall retain the existing security interest and deed of trust in first-priority position. With
4 respect to the Class 3A Secured Claim, the deed of trust was recorded as Document No. 0576831
5 on May 9, 2003 in the official records of the Douglas County Recorder's Office with respect to the
6 real property with APN 1320-33-401-017.

7
8 The Modified Loan Balance shall be paid in monthly payments of principal and interest at
9 the rate of 5.25% per annum accruing after the Confirmation Date, calculated on a twenty (20) year
10 amortization, commencing upon the fifth day of each month following the Confirmation Date, and
11 continuing on the fifth day of each successive month for four (4) years thereafter, with the entire
12 amount of the Modified Loan Balance to be paid four (4) years after the Confirmation Date or upon
13 a sale of either of the real properties, whichever occurs first in time. Any payment shall be subject
14 to a fifteen (15) day grace period to cure the same. The Modified Loan Balance shall be deemed
15 current as of the Confirmation Date and any Notice of Default shall be released and rescinded.
16 Debtor shall provide evidence of payment of real property taxes and insurance premiums to City
17 National Bank within ten (10) days of paying the same. Debtor shall maintain and provide proof of
18 insurance naming City National Bank as an additional insured until such time as City National Bank
19 is paid in full. The loan documents shall remain in full force and effect except as modified herein.
20 If necessary, City National Bank and Debtor shall timely execute any and all documents to effectuate
21 the treatment provided herein. Accordingly, the Class 3A claim of City National Bank is impaired.

22
23
24 CLASS 3B SECURED CLAIM [CITY NATIONAL BANK]: The Class 3B Claim (aka
25 Loan 698) and the Class 3A Claim (aka Loan 728) shall be restructured as one loan in the amount
26 of the outstanding loan balances (\$105,903.92 for Class 3A and \$106,020.99 for Class 3B for a total
27 of \$211,924.91) plus post-petition attorney's fees and costs through the Confirmation Date, plus
28

1 accrued interest at the non-default rate of interest, which is 7% under the loans documents, from the
2 Petition Date to the Confirmation Date, less post-petition payments paid to principal and interest by
3 Debtor ("Modified Loan Balance"), which restructured loan as provided herein and the performance
4 thereof shall retain the existing security interests and deeds of trust in first-priority position. With
5 respect to the Class 3B Claim, the deed of trust was recorded as Document No. 0576831 on May
6 12, 2003 in the official records of the Douglas County Recorder's Office with respect to the real
7 property with APN 1320-33-401-033.

8
9 The Modified Loan Balance shall be paid in monthly payments of principal and interest at
10 the rate of 5.25% per annum accruing after the Confirmation Date, calculated on a twenty (20) year
11 amortization, commencing upon the fifth day of each month following the Confirmation Date, and
12 continuing on the fifth day of each successive month for four (4) years thereafter, with the entire
13 amount of the Modified Loan Balance to be paid four (4) years after the Confirmation Date or upon
14 a sale of either of the real properties, whichever occurs first in time. Any payment shall be subject
15 to a fifteen (15) day grace period to cure the same. The Modified Loan Balance shall be deemed
16 current as of the Confirmation Date and any Notice of Default shall be released and rescinded.
17 Debtor shall provide evidence of payment of real property taxes and insurance premiums to City
18 National Bank within ten (10) days of paying the same. Debtor shall maintain and provide proof of
19 insurance naming City National Bank as an additional insured until such time as City National Bank
20 is paid in full. The loan documents shall remain in full force and effect except as modified herein.
21 If necessary, City National Bank and Debtor shall timely execute any and all documents to effectuate
22 the treatment provided herein. Accordingly, the Class 3B claim of City National Bank is impaired.
23
24

25 For the avoidance of any doubt, the treatment provided herein for the Class 3A and Class 3B
26 Claims require one monthly payment on the restructured loan. The foregoing amended treatment
27 of the Class 3A and Class 3B Claims shall be incorporated into an order confirming Debtor's First
28

1 Amended Plan of Reorganization.

2 Dated: November 22, 2013

Dated: November 22, 2013

3 LAW OFFICES OF AMY N. TIRRE,
4 A Professional Corporation

HARRIS LAW PRACTICE, LLC

5
6 By: /s/ Amy N. Tirre
AMY N. TIRRE, ESQ.

By: 
STEPHEN R. HARRIS, ESQ.

7 *Counsel for City National Bank, N.A.*

Counsel to Debtor The Holder Group Sharkey's,
8 *LLC*

LAW OFFICES OF AMY N. TIRRE
3715 Lakeside Drive, Suite A
Reno, NV 89509
(775) 828-0909 Telephone
(775) 828-0914 Facsimile
E-mail: amy@anytirrelaw.com

CERTIFICATE OF SERVICE

Pursuant to FRBP 7005 and FRCP 5(b), I certify that I am an employee of Law Offices of Amy N. Tirre, that I am over the age of 18 and not a party to the above-referenced case, and that on November 22, 2013 I filed and served the **STIPULATION FOR TREATMENT OF CITY NATIONAL BANK'S CLASS 3A AND 3B SECURED CLAIMS UNDER DEBTOR'S PLAN OF REORGANIZATION** as indicated:

 X **BY NOTICE OF ELECTRONIC FILING:** through Electronic Case Filing System of the United States Bankruptcy Court, District of Nevada, to the individuals and/or entities at their email addresses as set forth below:

- AARON E DAVIS aaron.davis@bryancave.com, kat.flaherty@bryancave.com; brandy.mcmillion@bryancave.com; leslie.bayles@bryancave.com
- STEPHEN R HARRIS noticesbh&p@harrislawreno.com; hannah@harrislawreno.com; reception@harrislawreno.com; helena@harrislawreno.com; norma@harrislawreno.com; ellie@harrislawreno.com
- JAMES A KOHL jak@h2law.com, sgeorge@howardandhoward.com
- STEFANIE T. SHARP ssharp@rbsllaw.com, btaylor@rbsllaw.com
- KAARAN E. THOMAS kthomas@mcdonalddcarano.com, mmorton@mcdonalddcarano.com
- AMY N. TIRRE amy@amytirrelaw.com, admin@amytirrelaw.com
- U.S. TRUSTEE - RN - 11 USTPRegion17.RE.ECF@usdoj.gov
- RYAN J. WORKS rworks@mcdonalddcarano.com, kbarrett@mcdonalddcarano.com, bgrubb@mcdonalddcarano.com

 BY HAND DELIVERY VIA COURIER: by causing hand delivery of the Document listed above via Legal Express to the persons at the addresses set forth below.

 BY MAIL: by placing the document listed above in a sealed envelope with Postage thereon fully prepaid in the United States Mail at Reno, Nevada, and addressed as set forth below. I am readily familiar with my office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on 22 November 2013, with postage thereon fully prepaid in the ordinary course of business.

DATED November 22, 2013.

/s/ Genevieve DeLucchi
An Employee of Law Offices of Amy N. Tirre, APC

EXHIBIT “D”

EXHIBIT “D”

1 STEPHEN R. HARRIS, ESQ.
 2 Nevada Bar No. 001463
 3 HARRIS LAW PRACTICE LLC
 4 6151 Lakeside Drive, Suite 2100
 5 Reno, Nevada 89511
 6 Telephone: (775) 786-7600
 7 E-Mail: steve@harrislawreno.com
 8 Attorneys for Debtor

9
 10 UNITED STATES BANKRUPTCY COURT
 11 FOR THE DISTRICT OF NEVADA

12 * * * * *

13 IN RE:

Case No. 13-50844-btb

14 THE HOLDER GROUP SHARKEY'S, LLC, (Chapter 11)

15 Debtor.

16 **STIPULATION FOR TREATMENT OF**
GENERAL UNSECURED CLAIM OF
THE MILOS SHARKEY BEGOVICH
LIVING TRUST DTD 5/2/02

17 Hearing Date: December 19, 2013
 18 Hearing Time: 11:00 a.m.

19 **THE HOLDER GROUP SHARKEY'S, LLC**, a Nevada limited liability company,
 20 Debtor and Debtor-in-Possession herein ("Debtor"), by and through its attorney STEPHEN R.
 21 HARRIS, ESQ., of HARRIS LAW PRACTICE LLC, and THE MILOS SHARKEY
 22 BEGOVICH LIVING TRUST DTD 5/2/02 ("Begovich Trust"), by and through its attorney
 23 ROBERT G. BERRY, ESQ., 3701 Fairview Road, Reno, Nevada 89511 hereby stipulate and
 24 agree that the treatment of the Begovich Trust's general unsecured claim as now set forth in
 25 Class 5 of the Debtor's First Amended Plan of Reorganization filed on October 8, 2013, as
 26 Docket No. 89, shall be amended as follows:

27 **5. CLASS 5 CLAIMS [ALLOWED GENERAL UNSECURED CREDITORS]:**

28 The Class 5 Allowed General Unsecured Creditors, shall be paid 100% of their allowed claims
 by the Debtor as follows:

1 1. The Class 5 non-insider allowed general unsecured claims totaling \$41,388.18
2 shall be paid in full prorata within two (2) years of the Confirmation Date in monthly payments
3 of principal and interest at the rate of 5.25% per annum accruing after the Confirmation Date,
4 calculated on a two (2) year amortization until paid in full;

5 2. The general unsecured claim of the Begovich Trust is deemed an allowed claim
6 for \$700,000.00, not the Proof of Claim amount of \$760,000.00, and shall be payable monthly
7 at zero percent interest pursuant to the terms of the parties' original promissory note, with
8 monthly payments to be amortized over a thirty (30) year period, and to be paid in full eight (8)
9 years following the Confirmation Date, with monthly payments of \$1,944.44 each to commence
10 January 15, 2014, and continue on the 15th day of each successive month thereafter, with a 15
11 day grace period. Payments shall be made payable to the Milos Sharkey Begovich Living Trust
12 and mailed in care of Robert G. Berry, 3710 Fairview Road, Reno, NV 89511. Further, upon
13 confirmation, the Trustees of the Begovich Trust agree to dismiss the breach of contract
14 complaint now pending in the Ninth Judicial District Court in and for the County of Douglas,
15 State of Nevada, case no. 13-cv0063, without prejudice, but with the condition that the civil
16 case may only be recommenced upon a post-petition default by the Debtor; and

17 3. The Class 5 "insider" allowed general unsecured claims of the Debtor shall be
18 paid only after the Class 5 "non-insider" allowed general unsecured claims and the Class 5
19 claim of the Begovich Trust are paid in full.

20 Accordingly, the Class 5 General Unsecured Claims are impaired under the Plan.

21 Respectfully submitted this 27th day of November, 2013.

22 STEPHEN R. HARRIS, ESQ.
23 HARRIS LAW PRACTICE LLC
24 /s/ Stephen R. Harris

ROBERT G. BERRY, ESQ.,
/s/ Robert G. Berry

25 _____
Attorneys for Debtor

Attorney for Milos Sharkey Begovich Trust

26 THE HOLDER GROUP SHARKEY'S LLC

27 By: Harold D. Holder, Sr.
28 Harold D. Holder, Sr., Manager

EXHIBIT “E”

EXHIBIT “E”

Sharkey's
Comparison of Actual to Budget
For the Months Ended May 2013 Through October 2013

	Actual May-13	Budgeted May-13	Variance (2,325)	Actual Jun-13	Budgeted Jun-13	Variance (4,651)	Actual Jul-13	Budgeted Jul-13	Variance 1,028	Actual Aug-13	Budgeted Aug-13	Variance (20,970)	Actual Sep-13	Budgeted Sep-13	Variance 268,200	Actual Oct-13	Budgeted Oct-13	Variance (39,202)
Net Revenues	268,675	271,000	(2,325)	269,349	274,000	(4,651)	256,028	255,000	1,028	265,030	287,000	(20,970)	268,763	268,200	563	265,798	305,000	(39,202)
Cost of Sales																		
Food	33,966	36,070	(2,104)	28,573	36,000	(7,427)	34,197	35,000	(803)	36,718	38,000	(1,283)	30,583	32,000	(1,418)	37,224	36,000	(1,224)
Bar	8,886	9,543	(657)	10,635	8,050	2,585	10,737	8,200	2,537	10,558	8,800	1,758	12,093	11,200	893	12,146	11,000	(1,146)
Total Cost of Goods Sold	42,852	45,613	(2,761)	39,208	44,050	(4,842)	44,934	43,200	1,734	47,276	46,800	476	42,675	43,200	(525)	49,369	47,000	(2,369)
Gross Profit	225,823	225,387	436	230,141	229,950	191	211,094	211,800	(706)	218,754	240,200	(21,446)	226,087	225,000	1,088	216,428	258,000	(36,833)
Operating Expenses:																		
Payroll expense	106,972	107,100	(128)	98,796	98,949	(153)	104,566	98,571	5,995	101,650	99,429	2,221	98,376	87,429	10,947	104,720	100,343	(4,377)
Taxes & licenses	(14,334)	19,931	(34,265)	13,292	22,478	(9,186)	12,015	18,800	(6,785)	2,346	19,300	(16,954)	13,671	19,300	(5,629)	12,360	19,300	(6,940)
Insurance	5,995	4,950	1,045	3,111	8,250	(5,139)	5,263	6,600	(1,337)	4,757	8,250	(3,493)	4,108	7,719	(3,611)	2,295	7,719	(5,424)
Utilities	9,553	10,824	(1,271)	10,285	11,000	(715)	11,443	11,775	(332)	11,438	10,075	1,363	11,144	11,775	(631)	9,978	12,475	(2,497)
Leasing & rental expense	1,248	769	479	1,319	769	550	1,242	769	473	1,088	769	319	1,088	769	319	1,242	769	(473)
Advertising & promotion	2,708	4,166	(1,458)	(362)	5,000	(5,362)	886	5,000	(4,114)	2,986	7,000	(4,014)	2,935	3,500	(565)	7,282	7,000	(282)
Telephone	989	1,385	(396)	438	949	(511)	449	949	(500)	448	949	(501)	451	949	(498)	443	949	(506)
Entertainment	2,500	1,700	800	1,900	2,500	(600)	1,670	2,000	(330)	500	2,500	(2,000)	25	2,000	(1,975)	200	2,500	(2,300)
Laundry & uniforms	1,316	1,500	(184)	1,552	1,500	52	1,727	2,000	(273)	1,079	2,000	(921)	848	2,000	(1,152)	1,314	2,000	(686)
Dues and subscriptions	188	300	(112)	304	300	4	(1,556)	300	(1,856)	160	300	(140)	160	300	(140)	160	300	(140)
Postage & freight	1	50	(49)	0	50	(50)	0	50	(50)	46	50	(4)	0	50	(50)	20	50	(30)
Repairs & maintenance	2,589	3,000	(411)	2,706	3,000	(294)	2,761	3,000	(239)	1,763	3,000	(1,237)	2,001	3,000	(999)	1,822	3,000	(1,178)
Supplies	3,111	700	2,411	2,535	700	1,835	666	700	(34)	1,218	700	518	1,262	700	562	573	700	(127)
Travel, meals & entertainment	0	500	(500)	0	500	(500)	0	500	(500)	0	500	(500)	0	500	(500)	0	500	(500)
Auto expense	347	250	97	75	250	(175)	262	250	12	0	250	(250)	70	250	(180)	138	250	(112)
Other	3,145	2,186	959	2,776	4,050	(1,274)	2,601	3,690	(1,089)	5,138	4,600	538	6,742	4,920	1,822	3,168	4,650	(1,482)
Total Operating Expenses	126,328	159,311	(32,983)	138,727	160,245	(21,518)	143,995	154,955	(10,960)	134,617	159,672	(25,056)	142,881	145,161	(2,280)	145,115	162,505	(17,390)
Operating Income (EBITDA)	99,495	66,076	33,419	91,414	69,705	21,709	67,099	56,845	10,254	84,137	80,528	3,610	83,206	79,899	3,368	71,313	95,495	(24,182)

Sharkey's
Budgeted Profit & Loss Statement
For the Months Ended May 1, 2013 through July 31, 2014
Prepared Based upon the Accrual Basis of Accounting

# Weeks	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14
	5	4	5	4	4	4	5	4	5	4	4	4	5	4	5
Net Revenues	271,000	274,000	255,000	287,000	268,200	305,000	292,700	269,200	266,200	258,500	303,000	254,000	268,700	269,000	255,000
Cost of Sales															
Food	36,070	36,000	35,000	38,000	32,000	36,000	30,900	30,400	30,400	27,900	30,400	33,900	35,900	30,400	31,200
Bar	9,543	8,050	8,200	8,800	11,200	11,000	8,800	12,500	8,500	8,800	10,900	11,800	9,300	10,900	10,600
Total Cost of Goods Sold	45,613	44,050	43,200	46,800	43,200	47,000	39,700	42,900	38,900	36,700	41,300	45,700	45,200	41,300	41,800
Gross Profit	225,387	229,950	211,800	240,200	225,000	258,000	253,000	226,300	227,300	221,800	261,700	208,300	223,500	227,700	214,200
Operating Expenses:															
Payroll expense	107,100	98,949	98,571	99,429	87,429	100,343	99,000	99,000	99,000	99,000	99,000	99,000	99,000	99,000	99,000
Taxes & licenses	19,951	22,478	18,800	19,300	19,300	19,300	20,050	20,060	20,060	20,060	20,060	20,060	20,060	20,060	20,060
Insurance	4,950	8,250	6,600	8,250	7,719	7,719	2,295	2,295	2,295	5,263	6,531	5,263	5,651	5,263	5,263
Utilities	10,824	11,000	14,775	10,075	11,775	12,475	10,000	10,000	14,000	10,000	9,500	9,500	9,500	10,500	11,500
Leasing & rental expense	769	769	769	769	769	769	1,029	1,029	1,029	1,029	1,029	1,029	1,029	1,029	1,029
Advertising & promotion	4,166	5,000	5,000	7,000	3,500	7,000	2,500	2,000	2,500	3,000	2,000	2,000	2,000	2,000	2,500
Telephone	1,385	949	949	949	949	949	950	950	950	950	950	950	950	950	950
Entertainment	1,700	2,500	2,000	2,500	2,000	2,500	1,000	2,000	2,500	2,000	2,000	2,000	2,000	2,000	2,500
Laundry & uniforms	1,500	1,500	2,000	2,000	2,000	2,000	1,578	1,578	1,578	1,578	1,578	1,578	1,578	1,578	1,578
Dues and subscriptions	300	300	300	300	300	300	250	250	250	250	250	250	250	250	250
Postage & freight	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50
Repairs & maintenance	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	2,981	3,000	3,000	3,000	3,000	3,000
Supplies	700	700	700	700	700	700	1,550	1,550	1,550	1,550	1,550	1,550	1,550	1,550	1,550
Travel, meals & entertainment	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500
Auto expense	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250
Other	2,186	4,050	3,690	4,600	4,920	4,650	4,600	4,600	4,600	4,600	4,600	4,600	4,600	4,600	4,600
Total Operating Expenses	159,311	160,245	154,955	159,672	145,161	162,505	148,612	149,112	151,112	148,061	152,848	157,580	155,968	148,461	154,580
Operating Income (EBITDA)	66,076	69,705	56,845	80,528	79,839	95,495	104,388	77,188	76,788	73,739	108,852	56,720	67,532	79,239	59,620

Owner's Adjustments to Arrive at EBITDA:	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14
Depreciation	13,769	13,769	13,769	13,769	13,769	13,769	13,769	14,190	14,190	14,190	14,190	14,190	14,190	14,190	14,190
Interest ¹	31,519	31,811	31,448	31,738	31,701	31,341	28,174	28,142	28,110	28,079	28,047	28,014	27,982	27,950	27,917
Amortization	5,167	5,167	5,167	5,167	1,925	1,925	10,651	10,651	10,651	10,651	10,651	10,651	10,651	10,651	10,651
Slot participation/spills	11,974	11,974	11,974	11,974	11,974	11,974	11,974	11,974	11,974	11,974	11,974	11,974	11,974	11,974	11,974
Corporate management fees	12,000	24,000	30,000	24,000	3,000	-	-	-	-	-	-	-	-	-	-
Non-recurring fees ²	16,567	16,567	16,567	21,542	16,566	21,541	-	-	4,875	-	-	4,875	-	-	4,875
Excess Employee Benefits ³	3,200	3,200	3,200	3,200	3,200	3,200	3,627	3,627	3,627	3,627	3,627	3,627	3,627	3,627	3,627

¹All loan payments are based upon the Cash Collateral Motion through October 2013. In Nov 2013 loans restructured to 5.25% interest with 30 YR term and various amortization years included in these amounts.

² Bankruptcy legal fees & US Trustee Payments.

³ Employee meals.

[illegible]